

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM656786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trinity Consultants, Inc.		06/29/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 129		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	2202768	BREEZE	
Registration Number:	3033711	CCMS	
Registration Number:	4668985	CONTINUOUS COMPLIANCE MONITORING SYSTEM	
Registration Number:	4692659	CXALLOY	
Registration Number:	4299654	CXALLOY	
Registration Number:	5834208	CXALLOY FM	
Registration Number:	3975031	CXALLOY SUITES	
Registration Number:	5843559	CXALLOY TQ	
Registration Number:	3041513	DELIVERING BUILDINGS THAT WORK	
Registration Number:	4286823	DELIVERING BUILDINGS THAT WORK - WORLDWI	
Registration Number:	4764228	EXDAM	
Registration Number:	3890041	GYROSCOPE	
Registration Number:	1929630	HEXDAM	
Registration Number:	2985854	PERPETUAL AUDIT	
Registration Number:	3039327	PERPETUAL COMPLIANCE ASSURANCE	
Registration Number:	2208590	T3	
Registration Number:	4670621	TAKE COMPLETE CONTROL OF YOUR COMPLIANCE	
Registration Number:	5016175	TRINITY CONSULTANTS	

CH \$540.00 2202768

Property Type	Number	Word Mark
Registration Number:	3041514	WORKINGBUILDINGS
Registration Number:	3041516	WORKINGBUILDINGS
Registration Number:	4896559	YOUR COMPLIANCE PARTNER

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: Spencer Simon
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	122951.00063
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	06/29/2021

Total Attachments: 5
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of June 29, 2021 (this "Agreement"), made by Trinity Consultants, Inc., a Delaware corporation (the "Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (as defined below).

Reference is made to the Security Agreement dated as of June 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Lone Star Merger Sub, Inc., a Delaware corporation, Trinity Air Consultants Holdings Corporation, a Delaware corporation, TACH Holdings, Inc., a Delaware corporation (together with its successors and permitted assigns, "Holdings"), each subsidiary of the Borrower from time to time party thereto (each, a "Subsidiary Guarantor"), and Wilmington Trust, National Association, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark"):

(a) all Trademarks, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use Trademark application prior to the filing with, and acceptance by, the U.S. Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable law.

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set

forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

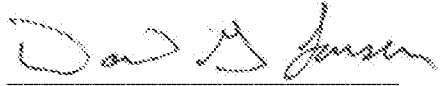
SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 7. *Loan Document.* This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature Pages Follow]

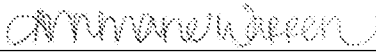
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRINITY CONSULTANTS, INC.

By: 
Name: David Larsen
Title: Chief Financial Officer and
Secretary

ACCEPTED AND AGREED:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Collateral Agent

By: 
Name: Annmarie Warren
Title: Banking Officer

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Trinity Consultants, Inc.

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BREEZE	2202768	10-NOV-1998
CCMS	3033711	27-DEC-2005
CONTINUOUS COMPLIANCE MONITORING SYSTEM	4668985	06-JAN-2015
CXALLOY	4692659	24-FEB-2015
CXALLOY	4299654	12-MAR-2013
CXALLOY FM	5834208	13-AUG-2019
CXALLOY SUITES	3975031	07-JUN-2011
CXALLOY TQ	5843559	27-AUG-2019
DELIVERING BUILDINGS THAT WORK	3041513	10-JAN-2006
DELIVERING BUILDINGS THAT WORK - WORLDWIDE	4286823	05-FEB-2013
EXDAM	4764228	30-JUN-2015
GYROSCOPE	3890041	14-DEC-2010
HEXDAM	1929630	24-OCT-1995
PERPETUAL AUDIT	2985854	16-AUG-2005
PERPETUAL COMPLIANCE ASSURANCE	3039327	10-JAN-2006
T3	2208590	08-DEC-1998
TAKE COMPLETE CONTROL OF YOUR COMPLIANCE WITH ONE REGULATORY SOLUTION	4670621	13-JAN-2015
TRINITY CONSULTANTS	5016175	09-AUG-2016
WORKINGBUILDINGS	3041514	10-JAN-2006
WORKINGBUILDINGS	3041516	10-JAN-2006
YOUR COMPLIANCE PARTNER	4896559	02-FEB-2016